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21 **UNITED STATES DISTRICT COURT**
22 **SOUTHERN DISTRICT OF CALIFORNIA**

23 **WISAM ZORI, INDIVIDUALLY
24 AND ON BEHALF OF ALL
25 OTHERS SIMILARLY
SITUATED,**

26 Plaintiff,

27 v.

28 **CREDIT COLLECTION
SERVICES, INC.,**

Defendant.

Case No.: '15CV0009 LAB BLM

CLASS ACTION

**COMPLAINT FOR DAMAGES FOR
VIOLATIONS OF:**

- 1.) **THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. §
1692, ET SEQ.;**
- 2.) **THE ROSENTHAL FAIR DEBT
COLLECTION PRACTICES
ACT, CAL. CIV. CODE § 1788,
ET SEQ.**

JURY TRIAL DEMANDED

1 INTRODUCTION

2 1. The United States Congress has found abundant evidence of the use of
3 abusive, deceptive, and unfair debt collection practices by many debt
4 collectors, and has determined that abusive debt collection practices contribute
5 to the number of personal bankruptcies, to marital instability, to the loss of
6 jobs, and to invasions of individual privacy. Congress wrote the Fair Debt
7 Collection Practices Act, (“FDCPA”) 15 U.S.C. § 1692 et seq., to eliminate
8 abusive debt collection practices by debt collectors, to insure that those debt
9 collectors who refrain from using abusive debt collection practices are not
10 competitively disadvantaged, and to promote consistent state action to protect
11 consumers against debt collection abuses.

12 2. The California legislature has determined that the banking and credit system
13 and grantors of credit to consumers are dependent upon the collection of just
14 and owing debts and that unfair or deceptive collection practices undermine
15 the public confidence that is essential to the continued functioning of the
16 banking and credit system and sound extensions of credit to consumers. The
17 Legislature enacted the Rosenthal Fair Debt Collection Practices Act,
18 (“RFDCPA”) Cal. Civ. Code § 1788 et seq., to ensure that debt collectors
19 exercise this responsibility with fairness, honesty, and due regard for the
20 debtor’s rights and prohibit debt collectors from engaging in unfair or
21 deceptive acts or practices.

22 3. Plaintiff, WISAM ZORI, (“Plaintiff”) brings this class action Complaint for
23 damages, injunctive relief, and any other available legal or equitable remedies,
24 resulting from the deceptive, unfair, and unlawful actions of CREDIT
25 COLLECTION SERVICES, INC. (“CCS” or “Defendant”) with regard to
26 Defendant’s unlawful debt collection practices which violate both state and
27 federal debt collection laws.

1 4. Plaintiff alleges as follows upon personal knowledge as to Plaintiff's own acts
 2 and experiences, and, as to all other matters, upon information and belief,
 3 including investigation conducted by Plaintiff's attorneys.

4 5. While many violations are described below with specificity, this Complaint
 5 alleges violations of the statutes cited in their entirety.

6 6. Unless otherwise stated, Plaintiff alleges that any violations by Defendant
 7 were knowing and intentional, and that Defendant did not maintain procedures
 8 reasonably adapted to avoid any such violation.

9 7. Unless otherwise indicated, the use of any Defendant's name in this
 10 Complaint includes all agents, employees, officers, members, directors, heirs,
 11 successors, assigns, principals, trustees, sureties, subrogees, representatives,
 12 and insurers of Defendant.

13 **JURISDICTION AND VENUE**

14 8. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331, 15 U.S.C. §
 15 1692k and 28 U.S.C. § 1367 for supplemental state law claims.

16 9. This action arises out of Defendant's violations of (i) the Fair Debt Collection
 17 Practices Act, ("FDCPA") 15 U.S.C. § 1692, et seq. and (ii) the Rosenthal
 18 Fair Debt Collection Practices Act, ("RFDCPA") Cal. Civ. Code § 1788, et
 19 seq.

20 10. The Court has personal jurisdiction over Defendant as it conducts business
 21 within the State of California and have purposefully availed itself of the laws
 22 and markets of the State of California and this district.

23 11. Venue is proper in the United States District Court, Southern District of
 24 California pursuant to 28 U.S.C. § 1391 as (i) Plaintiff resides in the County
 25 of San Diego, State of California which is within this judicial district; and (ii)
 26 the conduct complained of herein occurred within this judicial district.

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PARTIES

12. Plaintiff, WISAM ZORI, (“Plaintiff”), is a natural person who resides in the unincorporated area of Spring Valley, in the County of San Diego, State of California, from whom a debt collector sought to collect a consumer debt which was due and owing or alleged to be due and owing from Plaintiff, and is a “debtor” as that term is defined by Cal. Civ. Code § 1788.2(h). In addition, Plaintiff is a “consumer” as that term is defined by 15 U.S.C. § 1692 a(3).
13. Defendant, CREDIT COLLECTION SERVICES, INC., (“CCS” or “Defendant”), is incorporated in the State of Massachusetts, with a principal place of business in Boston, Massachusetts.
14. Defendant, in the ordinary course of business, regularly, on behalf of itself and others, engages in “debt collection” as that term is defined by Cal. Civ. Code § 1788.2(b), and are therefore “debt collectors” as that term is defined by Cal. Civ. Code § 1788.2(c) and 15 U.S.C. § 1692a(6).
15. This case involves money, property or their equivalent, due or owing or alleged to be due or owing from a natural person by reason of a consumer credit transaction. As such, this action arises out of a “consumer debt” and “consumer credit” as those terms are defined by Cal. Civ. Code § 1788.2(f) and a “debt” as the term is defined by 15 U.S.C. § 1692a(5).

FACTUAL ALLEGATIONS

22 16. At all times relevant, Plaintiff was an individual residing within the State of
23 California.
24 17. At all times relevant, Defendant conducted business in the State of California
25 and within this district.
26 18. On September 11, 2014, Defendant sent Plaintiff a written “WARNING
27 NOTICE” (the “Warning Notice” or “Notice”) demanding payment on an
28 alleged debt. A true and correct copy of the September 11, 2014 notice is

1 attached hereto as "Exhibit 1."

2 19. The Warning Notice has a prominent border with large font that reads
3 "WARNINGNOTICE." The text of the Warning Notice directs the recipient
4 to Defendant's website (www.WarningNotice.com) where there is a large
5 scrolling banner stating "WARNINGNOTICE." Defendant's website has text
6 and an embedded video which prompts viewers to identify whether they are
7 responding to a "written notice" or "telephone message."

8 20. Defendant's Warning Notice states:

9 "The above referenced account remains unpaid and
10 seriously delinquent. Unless we hear from you directly,
11 we will attempt to contact you at your residence and/or
12 place of employment..."

13 21. The Defendant intends this statement to be interpreted to mean that Defendant
14 *will contact* the consumer's employer and/or family unless they contact
15 Defendant immediately. The purpose of this statement is for the consumer to
16 fear disclosure of the debt to their employer and/or family and to immediately
17 contact Defendant to avoid such a disclosure and the resulting consequences.
18 22. Defendant threatens disclosure of a debt to consumers' employer and family;
19 although, 15 U.S.C. § 1692c(b) and Cal. Civ. Code §§ 1788.17 and
20 1788.12(a)-(b) prohibit a debt collector from disclosing or discussing a debt
21 with the consumer's employer or their family.
22 23. Through this conduct, Defendant violated 15 U.S.C. § 1692e by making false,
23 deceptive, and misleading representations in connection with the collection of
24 a debt and 15 U.S.C. § 1692e(5) by threatening action that Defendants were not
25 legally authorized to take or did not intent to take. These sections are
26 incorporated into the RFDCPA through Cal. Civ. Code § 1788.17; thus,
27 Defendant also violated Cal. Civ. Code § 1788.17.
28

1 24. Through this conduct, Defendant also violated Cal. Civ. Code § 1788.10(f) by
 2 threatening action prohibited by Cal. Civ. Code §§ 1788.17 and 1788.12(a)-
 3 (b).

4 25. The Warning Notice also states that recipients are to “PAY IMMEDIATELY”
 5 in large bold font. This demand for immediate payment coupled with the letter
 6 proclaiming to be a “WARNING NOTICE” instills a false sense of urgency
 7 and leads the consumers to believe that if they do not “pay immediately”
 8 Defendant will take some sort of immediate enforcement action or even file
 9 suit.

10 26. Defendant did not intend to take any such immediate action demonstrated by
 11 the fact they have not even contacted Plaintiff during the 60 days following
 12 the delivery of the Warning Notice.

13 27. Through this conduct, Defendant violated 15 U.S.C. § 1692e by making false,
 14 deceptive, and misleading representations in connection with the collection of
 15 a debt, 15 U.S.C. § 1692e(2)(A) by making false representations of the
 16 character, amount, or legal status of a debt, and 15 U.S.C. § 1692e(5) by
 17 threatening action that Defendant was not legally authorized to take or did not
 18 intend to take. These sections are incorporated into the RFDCPA through Cal.
 19 Civ. Code § 1788.17; thus, Defendant also violated Cal. Civ. Code § 1788.17.

20 **CLASS ALLEGATIONS**

21 28. Plaintiff brings this class action on behalf of himself, and on behalf of all
 22 others similarly situated.

23 29. Plaintiff defines the “Class” as:

24 (i) all persons with addresses within the State of
 25 California; (ii) who were sent a written communication
 26 by Defendant; (iii) which threatened disclosure of a debt
 27 to the consumer’s employer and/or family; (iv) or
 28 demanded the consumer pay immediately; (v) to recover
 a consumer debt; (vi) which was not returned undelivered
 by the United States Postal Service; (vii) within one year

1 prior to the filing of the Complaint in this action.

2 30. Defendant and its employees or agents are excluded from the Class.

3 31. Plaintiff does not know the exact number of persons in the Class, but believes

4 them to be in the several hundreds, making joinder of all these actions

5 impracticable.

6 32. The identities of individual members are ascertainable through Defendant's

7 and/or Defendant's agents' records or by public notice.

8 33. There is a well-defined community of interest in the questions of law and fact

9 involved affecting the members of the Class. The questions of law and fact

10 common to the Class predominate over questions affecting only individual

11 class members, and include, but are not limited to, the following:

12 a) Whether Defendant violated the FDCPA as described herein;

13 b) Whether Defendant violated the RFDCPA as described herein;

14 c) Whether members of the Class are entitled to the remedies under the

15 FDCPA;

16 d) Whether members of the Class are entitled to the remedies under the

17 RFDCPA;

18 e) Whether members of the Class are entitled to declaratory relief;

19 f) Whether members of the Class are entitled to injunctive relief;

20 g) Whether members of the Class are entitled to an award of reasonable

21 attorneys' fees and costs of suit pursuant to the FDPCA;

22 h) Whether members of the Class are entitled to an award of reasonable

23 attorneys' fees and costs of suit pursuant to the RFDPCA;

24 i) Whether Defendant may satisfy Defendant's affirmative defense of bona

25 fide error with regard to Defendant's violation of the FDCPA; and,

26 j) Whether Defendant may satisfy Defendant's affirmative defense of bona

27 fide error with regard to Defendant's violation of the RFDCPA.

28 34. Plaintiff will fairly and adequately protect the interests of the Class.

1 35. Plaintiff has retained counsel experienced in consumer class action litigation
2 and in handling claims involving unlawful debt collection practices.

3 36. Plaintiff's claims are typical of the claims of the Class, which all arise from
4 the same operative facts involving unlawful collection practices.

5 37. A class action is a superior method for the fair and efficient adjudication of
6 this controversy.

7 38. Class-wide damages are essential to induce Defendant to comply with the
8 federal and state laws alleged in the Complaint.

9 39. The interests of class members in individually controlling the prosecution of
10 separate claims against Defendant is small because the combined maximum
11 statutory damages in an individual action under the FDCPA and the RFDCPA
12 are \$2,000. Management of these claims is likely to present significantly
13 fewer difficulties than those presented in many class claims, e.g., securities
14 fraud.

15 40. Defendant has acted on grounds generally applicable to the classes, thereby
16 making appropriate final declaratory relief with respect to the class as a
17 whole.

18 41. Plaintiff contemplates providing notice to the putative class members by direct
19 mail in the form of a postcard-type notice and via Internet website.

20 42. Plaintiff requests certification of a hybrid class for monetary damages and
21 injunctive relief.

22 **FIRST CAUSE OF ACTION FOR VIOLATIONS OF**
23 **THE FAIR DEBT COLLECTION PRACTICES ACT**
24 **(“FDCPA”) 15 U.S.C. § 1692 ET SEQ.**

25 43. Plaintiff incorporates by reference all of the above paragraphs of this
26 Complaint as though fully stated herein.

27 44. The foregoing acts and omissions constitute numerous and multiple violations
28 of the FDCPA, including but not limited to each and every one of the above-

1 cited provisions of the FDCPA, 15 U.S.C. §§ 1692 et seq.

2 45. As a result of each and every violation of the FDCPA, Plaintiff and Class
 3 Members are entitled to any actual damages pursuant to 15 U.S.C. §
 4 1692k(a)(1); statutory damages in the amount of up to \$1,000.00 pursuant to
 5 15 U.S.C. § 1692k(a)(2); and reasonable attorney's fees and costs pursuant to
 6 15 U.S.C. § 1692k(a)(3) from each Defendant individually.

7 **SECOND CAUSE OF ACTION FOR VIOLATIONS OF**
 8 **THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT**
 9 **(“RFDCPA”) CAL. CIV. CODE § 1788, ET SEQ.**

10 46. Plaintiff incorporates by reference all of the above paragraphs of this
 11 Complaint as though fully stated herein.

12 47. The foregoing acts and omissions constitute numerous and multiple violations
 13 of the RFDCPA.

14 48. Cal. Civ. Code § 1788.17 incorporates the FDCPA (15 U.S.C. § 1692b
 15 through 1692j). Therefore, each of stated violations of the FDCPA also
 16 constitutes a violation of the RFDCPA (Cal. Civ. Code § 1788.17).

17 49. As a result of each and every violation of the RFDCPA, Plaintiff and Class
 18 Members are entitled to any actual damages pursuant to Cal. Civ. Code §
 19 1788.30(a); statutory damages for a knowing or willful violation in the
 20 amount of up to \$1,000.00 pursuant to Cal. Civ. Code § 1788.30(b); and
 21 reasonable attorney's fees and costs pursuant to Cal. Civ. Code § 1788.30(c)
 22 from each Defendant individually. In addition, Plaintiff and the members of
 23 the class are entitled to an award of statutory damages to the class in amount
 24 of \$500,000 or 1 percent of the net worth of Defendant pursuant to Cal. Civ.
 25 Code § 1788.17.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered against Defendant for:

- That this action be certified as a class action on behalf of the Class and Plaintiff be appointed as the representative of the Class;
- An award of actual damages, in an amount to be determined at trial, pursuant to Cal. Civ. Code § 1788.30(a), for each plaintiff and putative class member;
- An award of actual damages, in an amount to be determined at trial, pursuant to 15 U.S.C. § 1692k(a)(1), for each plaintiff and putative class member;
- An award of statutory damages of \$1,000.00, pursuant to Cal. Civ. Code § 1788.30(b), for each plaintiff and putative class member against each named Defendant individually;
- An award of statutory damages of \$1,000.00, pursuant to 15 U.S.C. § 1692k(a)(2)(A), for each plaintiff and putative class member against each named Defendant individually;
- An award of costs of litigation and reasonable attorney's fees, pursuant to Cal. Civ. Code § 1788.30(c);
- An award of costs of litigation and reasonable attorney's fees, pursuant to 15 U.S.C. § 1692k(a)(3), against each named Defendant individually;
- Any and all other relief that this Court deems just and proper.

Dated: January 5, 2015

Respectfully submitted,

KAZEROUNI LAW GROUP, APC

BY: /s/ GOUYA RANEKOUEI

ABBAS KAZEROUNIAN, ESQ.

GOUYA RANEKOUEHI, ESQ.

ATTORNEYS FOR PLAINTIFF

TRIAL BY JURY

50. Pursuant to the Seventh Amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demand, a trial by jury.

Dated: January 5, 2015

Respectfully submitted,

KAZEROUNI LAW GROUP, APC

BY: /S/ GOUYA RANEKOUEHI

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